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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON**

Case No. **CV-13-5017-EFS**

CRAIG PARKER,

Plaintiff,

v.

GC SERVICES, LP; and DOES 1 to 10,
inclusive,

Defendant.

**COMPLAINT FOR VIOLATIONS OF
THE FAIR DEBT COLLECTION
PRACTICES ACT ("FDCPA"), THE
WASHINGTON COLLECTION
AGENCY ACT ("WCAA") AND THE
WASHINGTON CONSUMER
PROTECTION ACT ("WCPA")**

JURY TRIAL DEMANDED

COMPLAINT AND DEMAND FOR JURY TRIAL

1. This is an action for actual and statutory damages brought by Plaintiff, Craig Parker, (hereinafter "Plaintiff"), an individual consumer, against Defendant, GC Services, LP, for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (hereinafter "FDCPA"), and Washington Collection Agency Act (hereinafter "WCAA") which prohibit debt collectors from engaging in abusive, deceptive, and unfair practices.

2. Plaintiff is Craig Parker, an adult individual whose principal residence is in Kennewick, Benton County, Washington 99336.

3. Defendants are the following:

COMPLAINT - 1
(Case No. _____)

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- 1 a. Upon information and belief, Defendant, GC Services, LP, is a corporation
2 engaged in the business of collecting debt in this state and in several other states,
3 with its principal place of business located at 6330 Gulfston St, Suite 300,
4 Houston, Harris County, Texas 77081. The principal purpose of Defendant is the
5 collection of debts in this state and several other states, and Defendant regularly
6 attempts to collect debts alleged to be due another.
7
8 b. John Does 1-10, individuals or business entities whose identities are not known
9 to Plaintiff at this time, but which will become known upon proper discovery. It
10 is believed and averred that such Does played a substantial role in the
11 commission of the acts described in this complaint.
12
13

14 JURISDICTION AND VENUE

15 4. The previous paragraphs of this complaint are incorporated by reference and made a part
16 hereof.
17

18 5. Jurisdiction of this court arises under 15 U.S.C. §1692k(d), 28 U.S.C. § 1337, 28 U.S.C.
19 § 1331, and/or 28 U.S.C. 1367.
20

21 6. Venue is proper in this jurisdiction because Defendants do business in this jurisdiction
22 and avail themselves of the benefits of the market in this jurisdiction.

23 7. Venue is proper in this jurisdiction because a substantial portion of the transactions,
24 occurrences or omissions took place near this jurisdiction.
25

26 FACTUAL ALLEGATIONS

27 8. The debt that Defendant is attempting to collect on is an alleged obligation of a
28 consumer to pay money arising out of a transaction in which the money, property, insurance or
29
30

1 services which are the subject of the transaction are primarily for personal, family, or household
2 purposes, whether or not such obligation has been reduced to judgment.

3 9. Within one (1) year preceding the date of this Complaint, Defendant, in connection with
4 the collection of the alleged debt, stated to Plaintiff that they were going to levy his bank
5 account.
6

7 10. Defendant has no standing to commence legal proceedings on behalf of the creditor.

8 11. Defendant is a debt collection company and as a debt collection company attempting to
9 collection an alleged debt, Defendant can only refer the matter back to the creditor with a
10 recommendation that the original creditor attempt legal proceedings.
11

12 12. The representations made to Plaintiff by Defendant regarding legal proceedings were
13 false.
14

15 13. Within one (1) year preceding the date of this Complaint, Defendant, in connection with
16 the collection of the alleged debt, attempted to communicate with Plaintiff at their place of
17 employment after being informed that this inconvenienced Plaintiff and/or was conduct
18 prohibited by Plaintiff's employer.
19

20 14. Within one (1) year preceding the date of this Complaint, Defendant, in connection with
21 the collection of the alleged debt, communicated with Plaintiff's girlfriend, who is not a co-
22 signer on the alleged debt, and the communication was not in a manner covered by §1692b of
23 the FDCPA.
24

25 15. Within one (1) year preceding the date of this Complaint, Defendant, in connection with
26 the collection of the alleged debt, contact Plaintiff and threatened to garnish Plaintiff's wages.
27

28 16. Defendant has no standing to commence garnishment proceedings on behalf of the
29 creditor.
30

17. Defendant is a debt collection company and as a debt collection company attempting to collection an alleged debt, Defendant can only refer the matter back to the creditor with a recommendation that the original creditor attempt legal proceedings which could result in garnishment.

18. The representations made to Plaintiff by Defendant regarding garnishment were false.

19. Within one (1) year preceding the date of this Complaint, Defendant, in connection with the collection of the alleged debt, Defendant failed to send the required written communication to Plaintiff within the required time period.

20. The natural consequences of Defendant's statements and actions were to unjustly condemn and vilify Plaintiff for his non-payment of the debt he allegedly owed.

21. The natural consequence of Defendant's statements and actions was to produce an unpleasant and/or hostile situation between Defendant and Plaintiff.

22. The natural consequence of Defendant's statements and actions was to cause Plaintiff mental distress.

23. Defendant utilized unfair and unconscionable means to collect on Plaintiff's alleged debt, by lying to and misleading Plaintiff.

**COUNT ONE: VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692**

24. The previous paragraphs of this complaint are incorporated by reference and made a part of this action.

25. Plaintiff is a consumer as defined by the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. 1692 et. seq.

26. At all relevant times in this Complaint, Defendants were acting as debt collectors as defined by the FDCPA, 15 U.S.C. § 1692a(6).

1 27. At all times mentioned herein, Defendants were attempting to collect on an alleged
2 consumer debt against Plaintiff.

3 28. Defendant violated the FDCPA. Defendant's violations include, but are not limited to,
4 the following:
5

- 6 a. Defendant violated §1692b(2) of the FDCPA by telling a third party that the
7 Plaintiff owes an alleged debt; and
8
9 b. Defendant violated §1692c(a)(1) of the FDCPA by communicating at a time or
10 place known or which should be known to be inconvenient to the Plaintiff; and
11
12 c. Defendant violated §1692c(a)(3) of the FDCPA by communicating with the
13 Plaintiff at the Plaintiff's place of employment when the Defendant knew or had
14 reason to know that the Plaintiff's employer prohibits the Plaintiff from receiving
15 such communication; and
16
17 d. Defendant violated §1692c(b) of the FDCPA by contacting a third party in
18 connection with the collection of the alleged debt without the consent of the
19 Plaintiff and the contact was not in a manner covered by §1692b of the FDCPA;
20 and
21
22 e. Defendant violated §1692d of the FDCPA by engaging in conduct the natural
23 consequences of which is to harass, oppress, or abuse any person in connection
24 with the collection of an alleged debt; and
25
26 f. Defendant violated §1692e of the FDCPA by using a false, deceptive, or
27 misleading representation or means in connection with the collection of the
28 alleged debt; and
29
30

- 1 g. Defendant violated §1692e(4) of the FDCPA by giving the false representation or
2 implication that nonpayment of the alleged debt will result in the garnishment of
3 wages of any person when such action is unlawful and the Defendant does not
4 intend to take such action; and
5
6 h. Defendant violated §1692e(5) of the FDCPA by threatening to take action that
7 the Defendant does not intend to take and/or the Defendant cannot legally take;
8 and
9
10 i. Defendant violated §1692e(10) of the FDCPA by using false representation or
11 deceptive means in connection with the collection the alleged debt; and
12
13 j. Defendant violated §1692f of the FDCPA by using unfair or unconscionable
14 means in connection with the collection of an alleged debt.
15
16 k. Defendant violated §1692g(a)(1) of the FDCPA by failing to notify the Plaintiff
17 within five days of the initial communication a written communication that
18 including the amount of the alleged debt that the Defendant is attempting to
19 collect; and
20
21 l. Defendant violated §1692g(a)(2) of the FDCPA by failing to notify the Plaintiff
22 within five days of the initial communication a written communication that
23 including the name of the creditor to whom the alleged debt is owed that the
24 Defendant is attempting to collect; and
25
26 m. Defendant violated §1692g(a)(3) of the FDCPA by failing to notify the Plaintiff
27 within five days of the initial communication a written communication that
28 including a statement that unless the Plaintiff, within thirty days after receipt of
29
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the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the Defendant; and

n. Defendant violated §1692g(a)(4) of the FDCPA by failing to notify the Plaintiff within five days of the initial communication a written communication that including a statement that if the Plaintiff notifies the Defendant in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the Defendant will obtain verification of the debt or a copy of a judgment against the Plaintiff and a copy of such verification or judgment will be mailed to the Plaintiff by the Defendant; and

o. Defendant violated §1692g(a)(5) of the FDCPA by failing to notify the Plaintiff within five days of the initial communication a written communication that including a statement that, upon the Plaintiff's written request within the thirty-day period, the Defendant will provide the Plaintiff with the name and address of the original creditor, if different from the current creditor.

29. Defendant's acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.

30. As a result of the foregoing violations of the FDCPA, Defendant is liable to the Plaintiff, Craig Parker, for actual damages, statutory damages, and costs and attorney fees.

**COUNT TWO: VIOLATION OF WASHINGTON STATE WASHINGTON
COLLECTION AGENCY ACT AND CONSUMER PROTECTION ACT**

31. The previous paragraphs of this complaint are incorporated by reference and made a part of this action.

32. Plaintiff is a debtor as defined by the Washington Collection Agency Act (WCAA), RCW 19.16.100(11).

33. At all times relevant in this Complaint, Defendants were acting as a collection agency as defined by the WCAA, RCW 19.16.100(2).

34. At all times mentioned herein, Defendants were attempting to collect on an alleged consumer debt against Plaintiff.

35. The above referenced conduct violates WCAA for the following reasons:

- a. Defendant violated RCW 19.60.250(10) by communicating with a third party regarding the alleged debt, who was not reasonably expected to be liable on the alleged debt; and
- b. Defendant violated RCW 19.60.250(16) by threatening to take actions that it could not legally take at the time the threats were made (i.e. garnishing Plaintiff's wages and levying his bank account).
- c. Defendant's conduct violates RCW 19.16.440, which states "the commission by a licensee or an employee of a licensee of an act or practice prohibited by RCW 19.16.250 are declared to be unfair acts or practices or unfair methods of competition in the conduct of trade or commerce for the purpose of the application of the Consumer Protection Act found in RCW 19.86.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendant, GC Services, LP, for the following:

- A. Actual damages pursuant to 15 U.S.C. § 1692k, RCW 19.16 *et seq.* and/or RCW 19.86 *et seq.*
- B. Statutory damages pursuant to 15 U.S.C. § 1692k, RCW 19.16 *et seq.* and/or RCW 19.86 *et seq.*

1 C. Treble damages pursuant to RCW 19.86 *et seq.*

2 D. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k, RCW 19.16 *et*
3 *seq.* and/or RCW 19.86 *et seq.*

4 E. Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed
5 under the law.

6 F. For such other and further relief as the Court may deem just and proper.

7
8 **DEMAND FOR JURY TRIAL**

9
10 Please take notice that Plaintiff, Craig Parker, demands trial by jury in this action.

11
12 DATED: February 12, 2013

13
14 **MEYLER LEGAL, PLLC**

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